

ARBITRATION OF JOHN D. METZGER AND COMPANY CLAIM

Protocol signed at Washington October 18, 1899

Entered into force October 18, 1899

*Amended by supplemental protocol of June 30, 1900*¹

*Terminated upon fulfillment of its terms*²

Treaty Series 168

PROTOCOL

of an agreement between the United States and Haiti, for the arbitration of the question of the liability and amount of damages to be awarded John D. Metzger and Company.

Signed at Washington, October 18, 1899

Protocol of an agreement between the Secretary of State of the United States and the Envoy Extraordinary and Minister Plenipotentiary of the Republic of Haiti, for submission to an arbitration of the question of the liability and amount of damages to be awarded in favor of John D. Metzger and Company, American citizens, against the Republic of Haiti, signed at Washington.

The United States of America and the Republic of Haiti, through their representatives, John Hay, Secretary of State of the United States of America, and J. N. Léger, Envoy Extraordinary and Minister Plenipotentiary of the Republic of Haiti, have agreed upon and signed the following protocol:

Whereas, the said John D. Metzger and Company, citizens of the United States of America, have claimed, through the Government of the United States, from the Government of Haiti, indemnity on account of the seizure and sale of their goods at Port-au-Prince for the nonpayment of certain license taxes; and on account of the alleged failure to furnish them an adequate supply of water for the operation of their mill at Port-au-Prince; and on account of the alleged liability of Haiti on account of a quantity of lumber

¹ TS 169, *post*, p. 649.

² An award was rendered Sept. 27, 1900, and final payment made by Haiti in January 1902.

alleged to have been sold by them for a Relief Committee on the occasion of the devastation by fire at Jacmel, it is agreed between the two Governments:

I

That the question of the liability of the Republic of Haiti to pay an indemnity in each of said cases, and, if so found by the arbitrator, the further question of the amount of the said indemnity to be awarded, shall be referred to the Honorable William R. Day, sometime Secretary of State of the United States, and now Judge of the Circuit Court thereof, who is hereby appointed as arbitrator to hear said causes, and to determine the questions of said liability and the amount of said indemnity, if any is found by said arbitrator to be justly due.

II

The Government of the United States will lay before the arbitrator the claimants' evidence and all correspondence, either between the Haitien Government and the United States Minister at Port-au-Prince, or between the Department of State and the Haitien Minister at Washington, and the despatches with their enclosures from the said Minister, reporting documentary or other evidence to the Department of State in relation to said claims.

Reciprocally, the Haitien Government shall have the same rights of presentation of evidence in its own behalf, as are above stipulated for the Government of the United States.

Each Government will furnish to the other a duplicate of the evidence and correspondence at the same time they are by them respectively laid before the arbitrator.

If, in the opinion of the arbitrator, it shall be deemed desirable, in the interests of justice, to take further evidence, he shall communicate to both parties his opinion, and shall indicate the questions of fact on which the same shall be taken. Likewise, either Government, on notice to the other, may apply to him for that purpose. Each Government shall, in case the arbitrator orders the taking, name an agent to take such evidence, in its own behalf, who shall each have the right to be present at the taking thereof, and to cross-examine the witnesses and take copies of documentary evidence offered by the other. All questions of procedure shall be left to the determination of the arbitrator. Each Government agrees to abide by such determination, and in default thereof, the said arbitrator may proceed in such manner and at such times as he may determine, in order to close the proofs and make final award.

III

The Government of Haiti agrees to pay any amount or amounts which may be awarded by the arbitrator, if he finds that it is liable therefore.

IV

The evidence is to be submitted to the arbitrator and finally closed on or before the 1st day of March, 1900, and his decision is to be rendered within four months thereafter.³

V

Each Government shall furnish to the arbitrator an argument or brief not later than the 1st day of April, 1900, a copy of which each party shall furnish to the other at the same time as to the arbitrator, and the claimant and the Commune of Port-au-Prince may also file briefs in the cause on the same terms; but the arbitrator need not for such purpose delay his decision.

VI

The Government of Haiti shall pay the indemnity awarded by the arbitrator, if any, as soon as the Legislative Assembly of Haiti shall authorize the payment; but the time thus allowed shall in no case exceed six months from the day the decision is pronounced, unless an extension of time of its payment should be granted by the Government of the United States.

VII

Reasonable compensation to the arbitrator for all his services and expenses, and the other expenses of said arbitration, are to be paid in equal moieties by the said Governments.

VIII

Any award given by the arbitrator shall be final and conclusive.

Done in duplicate in English and in French, at Washington, this 18th day of October, 1899.

JOHN HAY
J. N. LÉGER

³ For an amendment of art. IV, see supplemental protocol of June 30, 1900 (TS 169), *post*, p. 649.